IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.4100 OF 2005

IN

SUIT NO.1421 OF 2003

Kishore Gopaldas Ahuja. ... Plaintiff.

vs.

1. Sunil Gopaldas Ahuja & others. ... Defendants.

Mr.S.U.Chabbria, for Plaintiff.

Mr.S.N.Fadia, for Defendant no.2.

CORAM: D.K.DESHMUKH,J.

DATED: 2nd March,, 2006

P.C.:-

1. This is a notice of motion taken out by the plaintiff. Though the reasons given in the affidavit filed in support of notice of motion, for not remaining present in the Court, cannot be termed as satisfactory, as the plaintiff is willing to pay substantial cost to the defendants, in my opinion, the notice of motion deserves to be granted and the order of dismissing the notice of motion for default,

deserves to be set aside. In this view of the matter therefore, the notice of motion is granted in terms of prayer clause (a), subject to condition that within a period of two weeks from today, the plaintiff to pay to the defendants as and by way of cost of this notice of motion Rs.10,000/-. Payment of cost is condition precedent. If the cost is not paid within the aforesaid period, office shall treat this notice of motion as dismissed.